

1946029 Ontario Ltd. o/a Philosophy Fitness (“Philosophy Fitness or PF”)
RE: Use of the facilities and equipment located at 575 St. Clair Avenue West,
Toronto, ON (the “Studio”) and participation in activities at the Studio
(collectively, the “Fitness Activities”)

IN CONSIDERATION of Philosophy Fitness providing the Member with use of the Studio and enabling the Member to engage in Fitness Activities at the Studio, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Member hereby, and if applicable, the Member and Legal Guardian hereby jointly and severally:

1. Warrants that the Member is in good physical condition and is able, and is otherwise fit in all regards, to safely participate in the Fitness Activities and that the Member is and, if applicable, the Member and Legal Guardian are, fully aware of the risks and hazards inherent in participating in the Fitness Activities including, without limitation, the possibility of serious physical trauma, injury or death, and that the Member is voluntarily participating in the Fitness Activities, knowing of such risks and hazards.

2. Acknowledges and confirms that the Member’s participation in the Activity shall be completely at the Member’s own risk and hereby irrevocably and unconditionally remises, releases and forever discharges Philosophy Fitness, its subsidiaries, affiliates, related entities, and each of their respective employees, officers, directors, administrators, agents, successors and assigns (collectively, the “PF Parties”) of and from any and all claims, actions and causes of action, suits, proceedings, demands, damages, costs, charges, expenses, of every kind and nature whatsoever, at law or in equity, in respect of any death, liability, personal injury, loss, damage to property, costs, expenses, whatsoever and howsoever caused arising from, related to, or in connection with the Member’s participation in the Fitness Activities (each, a “Claim” and collectively, the “Claims”).

3. Irrevocably and unconditionally agrees to indemnify and save each of the PF Parties harmless from and against any and all liability, damages, costs, charges, expenses, and losses of every kind and nature whatsoever suffered or incurred by any of the PF Parties arising from, related to, or in connection with the Member’s participation in the Fitness Activities.

4. Irrevocably and unconditionally agrees not to, directly or indirectly, make any claim or initiate, commence, continue or take any proceeding in connection with any Claim released by the Member or Legal Guardian, or both, by virtue of this Release against any other person, firm, corporation, partnership, association or

other legal entity who might claim contribution or indemnity or relief over or against any one or more of the PF Parties.

5. Acknowledges that the Member or Legal Guardian, or both, shall be liable for all damages that are caused to the Studio by the Member whether by act or omission and will fully reimburse Philosophy Fitness for all costs and expenses associated with repairing any such damage including the cost for replacing equipment.

6. Acknowledges and agrees that none of the PF Parties shall be responsible or liable in any way for any lost, stolen, or damaged personal property of the Member.

7. From time to time, media or photography will be present to document and promote our services. You have the full right to notify us that you request no to be included. Under certain circumstances photography will be taken and posted to various social media outlets. Instructors and Personal Trainers are required to give notice when this occurs, which in turn gives you the opportunity to withdraw your consent. Upon signing this agreement and failure to withdraw your consent at the given time, gives Philosophy Fitness permission to post/ highlight such media/photography.

8. Canadian Anti-Spam Laws require us to get your consent to continue sending you communications on our products and services. We respect your right to choose what you receive. By accepting this agreement and completing this form you will be added to our contact list to receive periodic electronic communication including newsletters, event invitations, and important studio updates. You may 'unsubscribe' at any time.

The provisions of this Release shall be construed, interpreted and performed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be binding upon the Member and, if applicable, the Legal Guardian's heirs, executors, and administrators and shall enure to the benefit of the PF Parties and their respective heirs, executors, administrators, successors and assigns.

The undersigned acknowledges and agrees that Philosophy Fitness is relying upon the warranties, voluntary assumption of risks, release with respect to Claims, undertakings, acknowledgements, and agreements contained in this Release in allowing the Member to participate in the Fitness Activities. The undersigned has had the opportunity to seek independent legal advice in relation to this Release, has read this Release, understands the contents of this Release, and agrees to be bound by the terms of this Release.

ADDITIONAL TERMS:

THE PARTIES: The member is referred to as “You”, or the “Member”, and “Philosophy Fitness” is referred to as “Us”, “We” or “Philosophy Fitness”.

PAYMENT OF FEES: You agree to pay the Fees on each regular payment date and authorize and direct Philosophy Fitness to present transactions for payment against your credit card account. In consideration of Philosophy Fitness as directed, You agree that Philosophy Fitness’ treatment of each credit card payment and its rights to it shall be the same as if it were personally signed by You. The pre-authorized payment shall be drawn on your account to cover all Fees, including default charges and other amounts to which We are entitled under this agreement. Declined or Returned payments and any late cancellation charges will be automatically charged to your credit card, along with an administration fee of \$45.

10 Day Cooling Off Period: This Agreement is subject to a 10 Day cooling off period during which You may cancel this agreement in writing, for any reason. The cooling off period begins upon the latter of a) receipt of a written copy of the agreement; and b) the day the facility is first made available to You. A refund will be used within 30 days minus the cost of services rendered.

Cancellation policy: You agree to supply notice to Philosophy Fitness in the event You need to cancel a service.

12 Hours notice is required for all Group Training Classes.

24 hours notice is required for Personal Training Sessions.

Failure to abide by the cancellation policy will result in the loss of a class or personal training session

**** Unlimited Classes Membership Cancellation Policy****

You authorize Philosophy Fitness to charge a \$15 fee for ALL classes cancelled within the 12 Hour required cancellation policy. You authorize Philosophy Fitness to charge that amount directly to your Credit Card on file.

You agree that Philosophy Fitness is not responsible for any lost, stolen, or damaged personal property brought into the studio by You, including personal property placed in a locker.

You have the right to exercise in an environment that is free from harassment, or any behaviour that leaves You feeling unsafe, or at risk. Philosophy Fitness will promptly address any issue that is brought forth in relation to this term.

Failure to abide by the terms of this agreement or facility rules may result in termination of your right to attend the studio.

Philosophy Fitness reserves the right to cancel any membership or service at its sole discretion without refund.